APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/970,958	10/04/2001	Timothy J. Mills	G10.007	2666

28062   7590   12/27/2007
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EXAMINER
NGUYEN, NGA B

ART UNIT	PAPER NUMBER
3692	

MAIL DATE	DELIVERY MODE
12/27/2007	PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

		Application No.	Applicant(s)
Office Action Summary		09/970,958	MILLS ET AL.
		Examiner	Art Unit	
		Nga B. Nguyen	3692	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>05 October 2007</u>.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-60* is/are pending in the application.

   4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-60* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

   Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

   Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

   a)☐ All   b)☐ Some * c)☐ None of:

   1.☐ Certified copies of the priority documents have been received.

   2.☐ Certified copies of the priority documents have been received in Application No. _____.

   3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

   * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
   Paper No(s)/Mail Date _____.

4) ☐ Interview Summary (PTO-413)
   Paper No(s)/Mail Date. _____.

5) ☐ Notice of Informal Patent Application

6) ☐ Other: _____.

DETAILED ACTION

1. This Office Action is in response to the Amendment filed on October 5, 2007,

which paper has been placed of record in the file.

2. Claims 1-60 are pending in this application.

Response to Arguments/Amendment

3. Applicant's arguments with respect to claims 1-60 have been considered but are

moot in view of new grounds of rejection.

4. Applicant's amendment necessitated the new grounds of rejection presented in

this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP

§ 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37

CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not

mailed until after the end of the THREE-MONTH shortened statutory period, then the

shortened statutory period will expire on the date the advisory action is mailed, and any

extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

the advisory action. In no event, however, will the statutory period for reply expire later

than SIX MONTHS from the date of this final action.

Claim Rejections - 35 USC § 103

5.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as
> set forth in section 102 of this title, if the differences between the subject matter sought to be
> patented and the prior art are such that the subject matter as a whole would have been obvious
> at the time the invention was made to a person having ordinary skill in the art to which said
> subject matter pertains. Patentability shall not be negatived by the manner in which the invention
> was made.

6.   Claims 1-60 are rejected under 35 U.S.C. 103(a) as being unpatentable over

Fraser et al (hereinafter Fraser), U.S. Patent No. 5,995,947, in view of Andersen et al

(hereinafter Andersen), U.S. Patent No. 5,774,883, and further in view of LendingTree,

Inc. (LendingTree Inc. and CMSI Announce Unique Internet Lending Solution For

Automobile Financing), PR Newswire.

Regarding to claim 1, Fraser discloses method for clearing a contract, comprising:

determining at least one parameter for a property contract associated with a sale

or lease of a property to be provided by a first party to a second party regarding the

property in advance of the sale or lease of the property (column 3, lines 60-67, each

loan profile includes information about the underlying property; column 6, lines 5-33,

mortgage financing provided by a broker to home buyer; column 1, lines 10-20, new

mortgage loan);

auctioning said contract (column 6, lines 35-40, auctioning loan profiles to

lenders); and

notifying at least one party of a winning bid for said contract (column 13, lines 49-

50, transaction server notifies the winning bidder lender of bid acceptance).

Fraser does not disclose the contract is an automobile contract associated with a

sale or lease of an automobile, the financing regarding an automobile in advance of the

sale or lease of the automobile, and first party sells said contract. However, Andersen

discloses an automobile contract associated with a sale or lease of an automobile, the

financing regarding an automobile, and first party sells said contract (column 6, lines 19-

35, the dealer obtaining an automobile sales contract with a buyer after the deal is

accepted, the sale contract will be purchased by a financial source, a loan purchaser or

a lender; thus the dealer is the first party sells contract to a buyer). Moreover,

LendingTree discloses auctioning the automobile contract such that first party sells said

contract in advance of the sale or lease of the automobile (see entire document,

LendingTree's filtering technology allows the lenders to bid for a consumer's business).

Therefore, it would have been obvious to one with ordinary skill in the art at the time the

invention was made to modify Fraser's to incorporate the features taught by Andersen

and LendingTree above, for the purpose of providing the opportunity for the plurality of

lenders to bid on an automobile contract, thus obtaining a better automobile loan for the

borrower.

Regarding to claim 2, Fraser further discloses wherein said determining at least

one parameter for a contract includes at least one of the following: establishing a default

set of contract parameters; and receiving data indicative of said at least one parameter

(column 3, lines 45-65, loan profile).

Regarding to claim 3, Fraser does not wherein said determining at least one

parameter for a contract includes at least one of the following: receiving said at least

one parameter from a dealer; receiving said at least one parameter from a potential

lessee of said automobile; receiving said at least one parameter from an actual lessee

of said automobile; receiving said at least one parameter from a potential purchaser of

said automobile; and receiving said at least one parameter from an actual purchaser of

said automobile. However, Andersen discloses wherein said determining at least one

parameter for a contract includes at least one of the following: receiving said at least

one parameter from a dealer; receiving said at least one parameter from a potential

lessee of said automobile; receiving said at least one parameter from an actual lessee

of said automobile; receiving said at least one parameter from a potential purchaser of

said automobile; and receiving said at least one parameter from an actual purchaser of

said automobile (column 6, lines 35-50, receiving said at least one parameter from a

dealer). Therefore, it would have been obvious to one with ordinary skill in the art at the

time the invention was made to modify Fraser's to incorporate the features taught by

Andersen above, for the purpose of allowing the dealer to submit contract on behalf of

the borrower.

Regarding to claims 4-6, Fraser does not disclose wherein said determining at

least one parameter for a contract includes at least one of the following: determining a

condition of said automobile; and determining information regarding said automobile;

determining an equity position in said automobile by a purchaser of said automobile;

determining a payment stream associated with said financing. However, Andersen

discloses wherein said determining at least one parameter for a contract includes at

least one of the following: determining a condition of said automobile; and determining

information regarding said automobile; determining an equity position in said automobile

by a purchaser of said automobile; determining a payment stream associated with said

financing (figure 5; column 5, lines 45-60 and column 6, lines 20-25, the deal includes

vehicle information, e.g., year, make, model, mileage, sale price, etc...; interest rate,

down payment, loan term, etc...). Therefore, it would have been obvious to one with

ordinary skill in the art at the time the invention was made to modify Fraser's to

incorporate the features taught by Andersen above, for the purpose of providing vehicle

information to the lenders in order to help the lenders to make decision for placing bids

for an automobile contract.

Regarding to claim 7, Fraser further discloses wherein said auctioning said

contract includes: providing a notification of said at least one parameter to a conductor

of an auction for said contract; and receiving information regarding a winning bid for

said contract from said conductor of said auction for said contract (column 13, lines 49-

50, transaction server notifies the winning bidder lender of bid acceptance).

Regarding to claims 8-9, Fraser further discloses wherein said auctioning said

contract includes at least one of the following: applying at least one filter imposed by a

lender; and applying at least one filter imposed by a dealer; wherein said auctioning

said contract includes at least one of the following: receiving information regarding at

least one filter imposed by a lender; and receiving information regarding at least one

filter imposed by a dealer (column 12, lines 40-45, receiving queries from lenders,

sending queries results to lenders).

Regarding to claim 10, Fraser further discloses wherein said auctioning said

contract includes: notifying a plurality of lenders regarding said contract and said at least one parameter (column 11, lines 12-25, transaction server allows lenders access to loan profiles); and receiving at least one bid from at least one of said plurality of lenders (column 13, lines 4-10, transaction server receives bids from lenders).

Regarding to claim 11, Fraser further discloses wherein said auctioning said contract includes: identifying a winning bid from said at least one bid received from said at least one of said plurality of lenders (column 13, lines 49-50, transaction server notifies the winning bidder lender of bid acceptance).

Regarding to claim 12, Fraser further discloses wherein said auctioning said contract includes at least one following: notifying a dealer regarding said lender's winning an auction for said contract, notifying a lender regarding said lender's winning an auction for said contract; notifying a lessee of said automobile regarding a lender for said contract; and notifying a purchaser of said automobile regarding a lender for said contract (column 13, lines 49-50, transaction server notifies the winning bidder lender of bid acceptance).

Regarding to claim 13, Fraser further discloses wherein said auctioning said contract includes receiving at least one bid for said contract (column 13, lines 4-10, transaction server receives bids from lenders).

Regarding to claim 14, Fraser further discloses wherein said notifying at least one party of a winning bid for said contract includes at least one of the following: notifying a dealer selling said automobile regarding a lender for said contract; notifying a lender regarding said lender's winning an auction for said contract; notifying a purchaser

of said automobile regarding a lender for said contract (column 13, lines 49-50,

transaction server notifies the winning bidder lender of bid acceptance).

Regarding to claims 15-16, Fraser further discloses at least one of the following:

receiving data indicative of a dealer filter; and receiving data indicative of a lender filter;

at least one of the following: sending data indicative of a dealer filter; and sending data

indicative of a lender filter (column 12, lines 40-45, receiving queries from lenders,

sending queries results to lenders).

Regarding to claims 17-18, Fraser further discloses wherein said auctioning said

contract includes providing Information to a conductor of an auction for said contract,

wherein said information includes at least one parameter (column 10, lines 40-45,

broker station transmit loan profiles to transaction server).

Regarding to claim 19, Fraser further discloses wherein said determining at least

one parameter for a contract includes determining at least one parameter for a first

contract for sale of a first automobile and at least one parameter for a second contract

for sale of a second automobile (column 3, lines 35-55, trading system database

includes a plurality of loan profiles).

Regarding to claims 20-21, Fraser does not disclose wherein said auctioning said

contract includes auctioning a pool that includes said first contract and said second

contract, wherein said notifying at least one party of a winning bid for said contract

includes notifying said at least one party of a winning bid for said pool. However,

auctioning a pool that includes a plurality of items is well known in the art. Therefore, it

would have been obvious to one with ordinary skill in the art at the time the invention

was made to modify Fraser's to incorporate the well-known features above, for the

purpose of providing benefits for the lenders, because lenders will receive a lower price

when bidding on a pool contracts instead of bidding on every single contract.

Regarding to claim 22, Fraser does not disclose wherein said at least one

contract parameter includes information regarding said automobile. However, Andersen

discloses wherein said at least one contract parameter includes information regarding

said automobile (figure 5; column 5, lines 45-60 and column 6, lines 20-25, the deal

includes vehicle information, e.g., year, make, model, mileage, sale price, etc...).

Therefore, it would have been obvious to one with ordinary skill in the art at the time the

invention was made to modify Fraser's to incorporate the features taught by Andersen

above, for the purpose of providing vehicle information to the lenders in order to help

the lenders to make decision for placing bids for an automobile contract.

Regarding to claim 23, Fraser further discloses determining a minimum required

amount for purchase of said contract (column 10, lines 40-41, broker stations sets a

selected asking price for a loan profile).

Regarding to claims 24-25, Fraser does not disclose receiving a bid from a

lender for said contract in excess of said minimum required amount for said contract

and crediting at least some of said excess for use by said lender for purchase of a

second contract for purchase of an automobile; determining a minimum required

amount for purchase of said second contract; receiving a bid from said lender for said

second contract that is less than said minimum required amount for said second

contract and applying at least some of said excess to said bid from said lender for said

second contract. However, such discount price features are well known in the art.

Therefore, it would have been obvious to one with ordinary skill in the art at the time the

invention was made to modify Fraser's to incorporate the well-known features above, for

the purpose of encouraging the lenders bid on additional different contracts.

Regarding to claims 26-27, Fraser further discloses selling said contract in

accordance with said winning bid and receiving payment for said contract in accordance

with said winning bid (column 14, lines 50-55).

Regarding to claims 28-29, Fraser does not disclose wherein said first party is

selling said automobile to said second party and wherein said contract is executed

between said first party and said second party. However, Andersen discloses wherein

said contract is executed between said first party and said second party (column, lines,

automobile contract between dealer and buyer). Therefore, it would have been obvious

to one with ordinary skill in the art at the time the invention was made to modify Fraser's

to incorporate the features taught by Andersen above, for the purpose of providing

vehicle information to the lenders in order to help the lenders to make decision for

placing bids for an automobile contract.

Claims 30-32, 34-47, 49-54 contain similar limitations found in claims 1-29

above, therefore, are rejected by the same rationale.

Regarding to claims 33 and 50, Fraser does not disclose wherein said

automobile contract involves a lease of an automobile. However, Andersen discloses

wherein said automobile contract involves a lease of an automobile (column 10, lines

63-67). Therefore, it would have been obvious to one with ordinary skill in the art at the

time the invention was made to modify Fraser's to incorporate the features taught by

Andersen above, for the purpose of providing the opportunity for the plurality of lenders

to bid on an automobile lease contract, thus obtaining a better loan for the borrower.

Regarding to claims 48 and 55, Fraser further wherein said providing a

notification to at least one lender regarding an opportunity to bid on said at least one

automobile contact includes displaying information regarding said automobile contract

on a Web site and allowing said lender to access said information (column 2, lines 20-

30).

Regarding to claims 56-57, Fraser discloses a system for facilitating clearance of

automobile contracts, comprising: a memory; a communication port; and a processor

connected to said memory and said communication port, said processor being operative

to executing the method of claims 1 and 24 above (figure 1 and column 3, lines 10-35)

(Also see claims 1 and 24 above for the same rejections).

Claims 58-60 are written in computer readable medium and contain the similar

limitations found in claims 1, 15, 23 and 24 above, therefore, are rejected by the same

rationale.

Conclusion

7.   Claims 1-60 are rejected.

8.   Any inquiry concerning this communication or earlier communications from the

examiner should be directed to examiner Nga B. Nguyen whose telephone number is

(571) 272-6796. The examiner can normally be reached on Monday-Friday from

9:00AM-5:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Kambiz Abdi can be reached on (571) 272-6702.

Any inquiry of a general nature or relating to the status of this application or

proceeding should be directed to the Group receptionist whose telephone number is

(571) 272-3600.

9.   Any response to this action should be mailed to:

Commissioner of Patents and Trademarks

P.O. Box 1450

Alexandria, VA 22313-1450

Or faxed to:

(7571) 273-8300 (for formal communication intended for entry),

or

(571) 273-6796 (for informal or draft communication, please label

"PROPOSED" or "DRAFT").

Hand-delivered responses should be brought to Knox building, 501 Dulany

Street, Alexandria, VA, First Floor (Receptionist).

NGA NGUYEN
PRIMARY EXAMINER

December 14, 2007